

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

55-8639-68

CONTRACT/TASK ORDER NO.

ISSUING OFFICE

NAME

ADDRESS

Post Office Box 8043
Southwest Station
Washington, D. C. 20024

CONTRACTOR

NAME

ADDRESS

CONTRACT FOR

Prototype Twin Stage On Line PI Comparator and a
Precise Measuring Comparator

AMOUNT

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. (Sections A & D attached)

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is classified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 121, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 30 June 1968.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

BY

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

NGA Review Complete

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

GROUP I

Excluded From Automatic

Approved For Release 2005/05/02 : CIA-RDP78B04770A001200010033-3

SECRET

(12)

(When Filled In)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. **SELLER'S INVOICES** -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. **LABOR INFORMATION** -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. **DISCOUNTS**: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. **SAMPLES**: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. **GOVERNMENT-FURNISHED PROPERTY** -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. **AGENTS** -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. **ALTERATIONS** -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. **MISTAKES** -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 1 OF 4 PAGES

25X1

SCOPE OF WORK:

Item 1.

The Contractor shall design and fabricate an operational prototype Twin-Stage Comparator, in accordance with the Contractor's proposal entitled TWIN STAGE ON-LINE PI COMPARATOR, dated December 7, 1967, as revised by the Contractor's letter quotation, dated January 16, 1968, and as further revised by the Contractor's letter quotation of June 4, 1968, said proposal, as revised, being incorporated herein by reference and made a part of this contract; in accordance with the DEVELOPMENT OBJECTIVES, TWIN STAGE, ON-LINE PI COMPARATOR, #02228, dated 17 February 1967, revised 5 October 1967; and the TWIN STAGE, ON-LINE PI COMPARATOR SPECIFICATIONS #02228, dated 12 June 1968, attached hereto and forming a part of this contract.

In the event there is a conflict in the above references such conflict will be resolved, in writing, by the Technical Representative of the Contracting Officer.

Item 2.

25X1 ☐ Type 880 Comparator per specification dated October 16, 1965, exclusive of the precision circle.

Item 3.

Installation including packaging, shipping, car rental, direct labor, travel expenses and per diem.

Item 4.

Solenoid operated film pressure platen with center opening to accommodate a 9-1/2 in. x 18 in. film strip and an air puck assembly for leveling of film during measurement for Item 2.

Item 5.

25X1 One only film stage for ☐ Comparator No. 621012. It shall accommodate 100 ft. rolls of 9-1/2 in. film, be capable of 360° rotation with the X-Y stages centrally located and shall include a manual film drive, and a pressure plate with an electrical release mechanism, including packaging and installation. DIA

Item 6.

Solenoid operated film pressure platen with center opening to accommodate a 9-1/2 in. x 18 in. film strip and an air puck assembly for leveling of film during measurement for use with Item 5.

NAME OF CONTRACTOR

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CONFIDENTIAL

GROUP 1

EXCLUDED FROM AUTOMATIC DOWNGRADING

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 2 OF 4 PAGES

25X1

Item 7.

Type H1045 Encoder Heads compatible with DWM Readout System at

Item 8.

Air Supply

Item 9.

Measurement Readout Display System

CONTRACT PRICING:

The firm fixed prices for all items shall be as follows:

Item 1

(Including reports, manuals and other documentation required by Specification No. DB-1001).

Item 2

Item 3

Item 4

Item 5

Item 6

Item 7

Item 8

Item 9

PERIOD OF PERFORMANCE:

The period of performance under this contract shall be 30 June 1968 to 30 April 1969.

DELIVERY:

1. Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer.

NAME OF CONTRACTOR

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CONFIDENTIAL

GROUP 1

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 3 OF 4 PAGES

25X1

2. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

Post Office Box 8031
Southwest Station
Washington, D. C. 20024

3. In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

DELIVERY SCHEDULE:

Item 1 - On or before 30 April 1969

Item Nos. 2 through 9 - Complete on or before 31 January 1969.

CONSIGNEE ADDRESS:CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

GOVERNMENT FURNISHED PROPERTY:

The Government will provide the following item for use by the Contractor under this contract.

One (1) Prototype High Power Stereo Comparator Head

PARTIAL FUNDING:

The funds presently available to the Contracting Officer for obligation

NAME OF CONTRACTOR

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CONFIDENTIAL

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 4 OF 4 PAGES

25X1

covering Item No. 1.

The Contractor is not obligated to produce items for which funds are not presently available. The Government is not obligated to the Contractor for performance of work under this contract in any amount which exceeds the funding now available.

When funds sufficient to permit full performance of this contract are made available to the Contracting Officer, the Contractor will be advised by an appropriate amendment.

SECURITY:

The reports and equipment to be delivered hereunder are UNCLASSIFIED.

The association of the sponsor with the reports and equipment being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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GROUP 1

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

55-8639-68

CONTRACT/TASK ORDER NO.

25X1

ISSUING OFFICE

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CONTRACT FOR

Prototype Twin Stage On Line PI Comparator and a
Precise Measuring Comparator

AMOUNT

25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. (Sections A & D attached)

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 121, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 30 June 1968.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

BY

BY

TITLE

CONTRACTING OFFICER

25X1

25X1

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

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GROUP I

Excluded From Automatic

Approved For Release 2005/05/02 : CIA-RDP78B04770A000120001003333

SECRET

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(When Filled In)

SECURITY NOTE

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NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 1 OF 4 PAGES

25X1

SCOPE OF WORK:

Item 1.

The Contractor shall design and fabricate an operational prototype Twin-Stage Comparator, in accordance with the Contractor's proposal entitled TWIN STAGE ON-LINE PI COMPARATOR, dated December 7, 1967, as revised by the Contractor's letter quotation, dated January 16, 1968, and as further revised by the Contractor's letter quotation of June 4, 1968, said proposal, as revised, being incorporated herein by reference and made a part of this contract; in accordance with the DEVELOPMENT OBJECTIVES, TWIN STAGE, ON-LINE PI COMPARATOR, #02228, dated 17 February 1967, revised 5 October 1967; and the TWIN STAGE, ON-LINE PI COMPARATOR SPECIFICATIONS #02228, dated 12 June 1968, attached hereto and forming a part of this contract.

In the event there is a conflict in the above references such conflict will be resolved, in writing, by the Technical Representative of the Contracting Officer.

Item 2.

☐ Type 880 Comparator per specification dated October 16, 1965, exclusive of the precision circle.

Item 3.

Installation including packaging, shipping, car rental, direct labor, travel expenses and per diem.

Item 4.

Solenoid operated film pressure platen with center opening to accommodate a 9-1/2 in. x 18 in. film strip and an air puck assembly for leveling of film during measurement for Item 2.

Item 5.

One only film stage for ☐ Comparator No. 621012. It shall accommodate 100 ft. rolls of 9-1/2 in. film, be capable of 360° rotation with the X-Y stages centrally located and shall include a manual film drive, and a pressure plate with an electrical release mechanism, including packaging and installation.

Item 6.

Solenoid operated film pressure platen with center opening to accommodate a 9-1/2 in. x 18 in. film strip and an air puck assembly for leveling of film during measurement for use with Item 5.

NAME OF CONTRACTOR

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CONFIDENTIAL

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING

<p>(SCHEDULE)</p>	<p>CONTRACT/TASK ORDER NO.</p>
<p>PAGE 2 OF 4 PAGES</p>	
<p>Item 7.</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p>Type H1045 Encoder Heads compatible with DWM Readout System at</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p>Item 8.</p> <p style="padding-left: 40px;">Air Supply</p> <p>Item 9.</p> <p style="padding-left: 40px;">Measurement Readout Display System</p> <p><u>CONTRACT PRICING:</u></p> <p style="padding-left: 40px;">The firm fixed prices for all items shall be as follows:</p> <p>Item 1</p> <p style="padding-left: 40px;">(Including reports, manuals and other documentation required by Specification No. DB-1001).</p> <div style="border: 1px solid black; width: 100px; height: 200px; margin-left: 100px;"></div> <p>Item 2</p> <p>Item 3</p> <p>Item 4</p> <p>Item 5</p> <p>Item 6</p> <p>Item 7</p> <p>Item 8</p> <p>Item 9</p> <p><u>PERIOD OF PERFORMANCE:</u></p> <p style="padding-left: 40px;">The period of performance under this contract shall be 30 June 1968 to 30 April 1969.</p> <p><u>DELIVERY:</u></p> <p style="padding-left: 40px;">1. Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer.</p>	
<p>NAME OF CONTRACTOR</p> <div style="border: 1px solid black; width: 200px; height: 20px; margin-left: 40px;"></div>	

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CONTRACT/TASK ORDER NO.

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DELIVERY SCHEDULE:

Item 1 - On or before 30 April 1969

Item Nos. 2 through 9 - Complete on or before 31 January 1969.

CONSIGNEE ADDRESS:CHANGE OF SCOPE:

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GOVERNMENT FURNISHED PROPERTY:

The Government will provide the following item for use by the Contractor under this contract.

One (1) [] Prototype High Power Stereo Comparator Head

PARTIAL FUNDING:

The funds presently available to the Contracting Officer for obligation

NAME OF CONTRACTOR

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 4 OF 4 PAGES

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GROUP 1
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